

EXHIBIT 80

OC/OIC ASSET TRANSFER AGREEMENT

THIS ASSET TRANSFER AGREEMENT ("Agreement") is entered as of March 1, 2002, by and between **ORACLE CORPORATION ("OC")**, a Delaware corporation, having its principal place of business at 500 Oracle Parkway, Redwood Shores, California 94065, and **ORACLE INTERNATIONAL CORPORATION ("OIC")**, a California corporation, having its principal place of business at 500 Oracle Parkway, Redwood Shores, California 94065.

RECITALS

WHEREAS, OC desires to restructure its business organization in order to enhance the performance of its business, reduce foreign tax exposure, and secure increased legal protection and procedural advantages; and

WHEREAS, to enhance the performance of its business, OC desires to consolidate its ownership and management of its intellectual property and investments in intellectual property in a separate corporate entity; and

WHEREAS, OIC requires tangible and intangible property to initiate its business operations; and

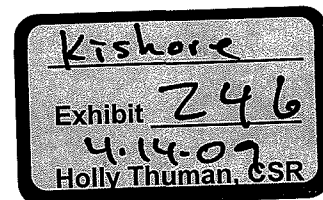
WHEREAS, OC desires to contribute tangible and intangible property to OIC wholly in exchange for OIC's stock, in a transaction qualifying under Section 351 of the Internal Revenue Code of 1986, as amended;

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, provisions and covenants contained herein, and for other good and valuable consideration, the receipt and legal sufficiency whereof are hereby acknowledged, the parties hereto further agree as follows:

ARTICLE I TRANSFER OF ASSETS

Section 1.1. Transfer of Assets. Upon and subject to the terms and conditions of this Agreement, as of the opening of business on March 1, 2002, OC hereby assigns, agrees to assign, transfers, conveys and delivers to OIC:

- (a) Patents, Copyrights, Trade Secrets, Know How, and Other



Intellectual Property. All of its right, title, and interest in (i) all inventions, patents, and pending applications; (ii) all copyrights, trade secrets, know-how, and any other proprietary rights and intellectual assets, registered and unregistered, that are embodied in, or that pertain to the development, testing, installation, implementation, customization, optimization, configuration, operation, support, promotion, marketing, advertising, sale, hosting or other use thereof of the educational core curriculum, the software programs and related documentation specified in OC's global price list; and (iii) all copyrights, trade secrets, know-how, and any other proprietary rights and intellectual assets, registered and unregistered, that relate to OC's business, operations, products, and services (collectively the "IP"), together with (iv) the goodwill of OC's business connected with the use of and symbolized by the IP and all the rights and privileges that inhere in such IP.

(b) **Tradenames and Trademarks.** All of its rights, title, and interest in all global trade names, trademarks, service marks, trade dresses, logos, designs and slogans, whether in word mark, stylized or design format, registered and unregistered (the "Marks"), together with the goodwill of OC's business connected with the use of and symbolized by the Marks and all the rights and privileges that inhere in such Marks.

(c) **Tangible Personal Property.** All of its rights, title, and interest in all tangible personal property assets having a positive net book value and associated with, and used by, any employee transferred from OC to OIC as a result of the creation of OIC's business including, without limitation, those assets listed at Schedule 1 attached to this Asset Transfer Agreement (the "Tangible Property").

(d) **Distribution Agreements.** All of its right, title and interest in the Distribution Agreements listed on Schedule 2 attached hereto (collectively, the "Agreements").

Section 1.2. Liabilities. OC shall not transfer, and OIC shall not assume, any liabilities whatsoever as part of this Agreement, except any obligations related to the assets being transferred.

Section 1.3. Deliveries OC shall deliver to OIC such documents as are necessary to transfer the assets listed above in Section 1.1, and listed in Schedules 1 and 2.

Section 1.4. Acknowledgment. OC acknowledges that from and after the execution of this Agreement, OIC is the owner of all right, title and interest in and to the IP, Marks, and Tangible Property in any form or embodiment thereof and is also the owner of the goodwill attached to the IP, Marks, and Tangible Property. OC shall not at any time do or suffer to be done any act or thing which may materially adversely affect any rights of OIC in and to the IP, Marks, and Tangible Property. OIC acknowledges that

OC has granted certain licenses and other rights to the IP, Marks, and Tangible Property and that ~~OIC acquires such IP, Marks, and Tangible Property subject to such licenses and other rights.~~

Section 1.5. Cooperation. OC shall take all actions necessary to execute any and all documents as may be reasonably requested by OIC from time to time to fully vest or perfect in OIC all right, title and interest in and to the IP, Marks, and Tangible Property pursuant to this Agreement. Such actions shall include without limitation, providing documents and information useful or necessary to prosecuting any application to register or perfect any of the IP, Marks, and Tangible Property, maintaining any trademark registration, or pursuing or defending any administrative, court, or other legal proceeding involving one or more of the IP, Marks, and Tangible Property.

ARTICLE II REPRESENTATIONS AND WARRANTIES OF OC

Section 2.1. Incorporation; Authorization.

OC hereby represents and warrants to OIC as follows:

(a) **Organization and Good Standing.** OC is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of the State of Delaware. OC has full corporate power and authority to execute, deliver and perform this Agreement. The execution, delivery and performance of this Agreement by OC has been duly authorized by all necessary corporate and shareholder actions.

(b) **Binding Effect.** This Agreement has been duly executed and delivered by OC and, assuming the due execution and delivery hereof to OIC, constitutes the legal, valid and binding obligation of OC, enforceable against OC in accordance with its terms.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF OIC

Section 3.1. Incorporation; Authorization.

OIC hereby represents and warrants to OC as follows:

(a) **Organization.** OIC is a corporation duly organized, validly existing and in good standing under the laws of the State of California. OIC has full corporate power and authority to execute, deliver and perform this Agreement. The execution, delivery and performance of this Agreement by OIC has been duly authorized by all

necessary corporate actions on the part of OIC.

(b) **Binding Effect.** This Agreement has been duly executed and delivered by OIC, and, assuming the due execution and delivery hereof by OC, this Agreement constitutes the legal, valid and binding obligation of OIC, enforceable against OIC in accordance with its terms.

ARTICLE IV MISCELLANEOUS PROVISIONS

Section 4.1. Governing Law.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of California and, to the extent applicable, federal laws as they affect trademarks, copyrights and patents and the transfer and assignment thereof.

(b) The parties agree to submit to the exclusive jurisdiction of, and venue in, the state or federal court in San Francisco, San Mateo, or Santa Clara counties in California, and that venue is proper in such courts, for any disputes arising out of or relating to the Agreement.

Section 4.2. Third Party Beneficiaries. Nothing in this Agreement is intended, nor shall it be constructed, to confer any rights or benefits upon any person (including, but not limited to, any employee or former employee of OC) other than the parties hereto.

Section 4.3. Entire Agreement. This Agreement and the schedules and Exhibits hereto contain the entire agreement between the parties with respect to the transfer of OC assets to OIC, and constitutes the complete, final and exclusive embodiment of the parties' agreement with respect to that subject matter and supersedes all prior agreements whether written or oral which may have been entered into by the parties on the subject matter.

Section 4.4. Successors and Assigns. This Agreement shall be binding upon and inure to the parties hereto and their respective successors and assigns, provided, however, that no party hereto will assign its rights or delegate its obligations under this Agreement without the express written consent of the other parties hereto except that OIC may, upon notice to the other parties hereto, assign its rights under this Agreement to any one or more of its affiliates so long as such assignee or assignees assumes all of OIC's liabilities and obligations hereunder.

Section 4.5. Amendment. No change, modification or amendment of this

Agreement shall be valid or binding on the parties unless such change or modification shall be in writing signed by the party or parties against whom the same is sought to be enforced.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

ORACLE CORPORATION

BY: Deborah Lange

NAME: Deborah Lange

TITLE: Senior Vice President

ORACLE INTERNATIONAL CORPORATION

BY: Sanjay Prasad

NAME: Sanjay Prasad

TITLE: Vice President

SCHEDULE 1**TANGIBLE ASSETS TO BE TRANSFERRED**

ORACLE CORPORATION hereby transfers to ORACLE INTERNATIONAL CORPORATION all tangible personal property listed below:

Property	Asset Number	Other
DELL OPTIPLEX 100MHZ	109722	
17" COLOR MONITOR	110377	
DELL GX1 266 BC0Q1	148275	
TOSHIBA 430 5724997	152743	
DELL LATITUDE LSH400ST 400M	196017	
DELL LATITUDE LSH400ST	197136	
DELL OPTIPLEX GX110, 877MHZ	226352	
DELL OPTIPLEX GX110, 877MHZ	226353	
TOSHIBA PORTEGE 7220CTE, 650MHZ	231668	
COMPAQ DESKPRO EN SFF 866MH	235226	
COMPAQ DESKPRO EN SFF 866MH	239991	
TOSHIBA PORTEGE 3490CT 700M	458974	
TOSHIBA T740	148912	
DELL GX110	226749	
TOSHIBA T2450cl	98525	
TOSHIBA T8000 79834632A	183534	
TOSHIBA PORTEGE 3840CTE	230222	

SCHEDULE 2**DISTRIBUTION AGREEMENTS TO BE ASSIGNED**

ORACLE CORPORATION hereby assigns to ORACLE INTERNATIONAL CORPORATION the distribution agreements between ORACLE CORPORATION and its subsidiaries as listed below:

Oracle Argentina, S.A.	Oracle Hellas, S.A	Oracle Polska, Sp.z.o.o.
Oracle Corporation (Australia) Pty. Ltd.	Oracle Systems Hong Kong Limited	Saudi Oracle Limited
Oracle do Brasil Sistemas Limitada	PT Oracle Indonesia	Oracle Singapore, Pte. Ltd.
Oracle Corporation Canada, Inc.	Oracle ECE, BV	Oracle Slovensko, spol. s.r.o.
	Oracle ECE Limited	
	Oracle EMEA Limited	
Oracle Caribbean, Inc.	Oracle Software Systems Israel Limited	Oracle Software d.o.o., Ljubljana, Slovenia
Sistemas Oracle de Chile, S.A.	Oracle Corporation Japan	Oracle Corporation South Africa, Pty. Limited.
		Oracle AG
Centro de Capacitacion Oracles Limitada	Oracle Systems Korea, Ltd.	
Beijing Oracle Software Systems Company Limited	Oracle Corporation Malaysia, Sdn. Bhd.	Oracle Corporation Thailand Company Limited
Oracle Centroamerica, S.A.	Oracle Mexico, S.A. de C.V.	Oracle Bilgisayar Sistemleri Limited Sirketi
		Oracle Systems Limited
Oracle Software d.o.o.	Oracle Distribution BV	Oracle Uruguay, S.A.
Oracle Czech, s.r.o.	Oracle New Zealand, Ltd.	Oracle de Venezuela, C.A.
Oracle Ecuador, S.A.	Oracle del Peru, S.A.	Oracle Vietnam Pty. Ltd.
Oracle Egypt, Ltd.	Oracle Corporation Philippines, Inc.	Delphi Asset Management Corporation
		Oracle Taiwan
		RSIB, Inc.